

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Supply of 90% Solution Modified Magnesium
Chloride Solution
Spec. # 08-267**

**Scotwood Industries, Inc.
12980 Metcalf Avenue, Suite 240
Overland Park, KS 66213
931.851.3500 X 220**

**Contract Period:
October 1, 2008 thru September 30, 2009**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2008, by and between **Scotwood Industries, Inc., 12980 Metcalf Avenue, Suite 240, Overland Park, KS 66213** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Supply of 90% Solution Modified Magnesium Chloride Solution, Spec No. 08-267,

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$23,100.00

CONTRACT AGREEMENT

In addition to the above, the following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be **October 1, 2008 thru September 30, 2009.**

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5 The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Approved by
Directorial Order No.

1358

dated November 3, 2008

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary



Scotwood Industries, Inc.

Name of Corporation

12980 Metcalf Ave, Ste 240
(Address) Overland Park, KS 66213

By: Jim Wilson
Duly Authorized Official

Vice President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Tom Kopplin Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address	Lincoln Water System 2021 N. 27th st. Lincoln, NE 68503
Email		Contact	Tom Kopplin Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-7414			Department	
Fax	1 (402) 441-6513			Building	
Bid Number	08-267				
Title	Annual Supply of 90% Solution Modified Magnesium Chloride Solution	Department		Floor/Room	
		Building		Telephone	
Bid Type	Bid	Floor/Room		Fax	
Issue Date	09/19/2008	Telephone	1 (402) 441-7414	Email	
Close Date	10/3/2008 12:00:00 PM CST	Fax	1 (402) 441-6513		
Need by Date		Email	tkopplin@lincoln.ne.gov		

Supplier Information

Company SCOTWOOD INDUSTRIES, INC.
 Address 12980 METCALF AVENUE
 SUITE 240
 OVERLAND PARK, KS 66213
 Contact MICHELLE NATIONS
 Department
 Building
 Floor/Room
 Telephone 1 (913) 8513500 220
 Fax 1 (913) 8513553
 Email mnations@scotwoodindustries.com
 Submitted 10/2/2008 3:28:54 PM CST
 Total \$23,100.00

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Inter-Local Purchasing	I will honor Inter-Local Purchasing.	Yes
6	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a.) yes, b.) no c.) September 30, 2009
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Product	Manufacturer/Model:	Earth Friendly Chem., N. Amer. Salt, Ice Ban 200M
9	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
10	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes

Line Items

#	Qty	UOM	Description	Response
1	25,000	Gallon	90% Solution Modified Magnesium Chloride Solution	\$0.924

Item Notes:

Supplier Notes: *4300 gallon minimum*

Response Total:	\$23,100.00
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